



Registration of a Charge

Company name: **CULZEAN TEXTILE SOLUTIONS LTD.**

Company number: **SC261653**



X7KT408B

Received for Electronic Filing: **14/12/2018**

Details of Charge

Date of creation: **03/12/2018**

Charge code: **SC26 1653 0005**

Persons entitled: **BANK OF SCOTLAND PLC**

Brief description: **ALL AND WHOLE (FIRST) THE SUBJECTS UNITS 7, 8B AND 11, TOURHILL INDUSTRIAL ESTATE, 35 CROSSHOUSE ROAD, KILMAURS, KILMARNOCK, KA3 2SE REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER AYR42099, AND (SECOND) ALL AND WHOLE THE SUBJECTS UNIT 6B TOURHILL INDUSTRIAL ESTATE, 35 CROSSHOUSE ROAD, KILMAURS, KILMARNOCK, KA3 2SE REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER AYR107578**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

JC FRASER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 261653

Charge code: SC26 1653 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd December 2018 and created by CULZEAN TEXTILE SOLUTIONS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2018 .

Given at Companies House, Edinburgh on 17th December 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



STANDARD SECURITY

by

CULZEAN TEXTILE SOLUTIONS LTD.

in favour of

BANK OF SCOTLAND PLC

**Property: Units 6B, 7, 8B and 11, Tourhill Industrial Estate, 35 Crosshouse Road, Kilmaurs,
Kilmarnock, KA3 2SE**

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.

STANDARD SECURITY

In this **STANDARD SECURITY** the words listed below have the following meanings:-

BoS: **BANK OF SCOTLAND PLC** incorporated in Scotland under the Companies Act 1985 (Company No. SC327000) and having its Registered Office at The Mound, Edinburgh EH1 1YZ, including those deriving any title or interest from it, as defined in the Deed of Conditions.

Borrower: CULZEAN TEXTILE SOLUTIONS LTD., incorporated in Scotland under the Companies Acts (Company No SC261653) and having its Registered Office at 54a High Street, Stewarton, Ayrshire, KA3 5DB

Property: Units 6B, 7, 8B and 11, Tourhill Industrial Estate, 35 Crosshouse Road, Kilmaurs, Kilmarnock, KA3 2SE

as more fully described in Part 1 of the Schedule.

Title Number: AYR42099 and AYR107578

Deed of Conditions: The Deed of Commercial Standard Security Conditions by the Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) dated 24 May 2006 and registered in the Books of Council and Session on 25 May 2006 and any variation or extension thereof, words defined in the Deed of Conditions having the same meaning in this Standard Security.

Schedule: The Schedule in three Parts annexed and signed as part of this Standard Security.

Secured Liabilities: has the meaning given to it in the Deed of Conditions.

1. The Borrower hereby binds itself and its successors and executors whomsoever to pay and discharge the Secured Liabilities to BoS.
2. The Borrower undertakes to comply fully with the Deed of Conditions, the terms of which are incorporated in this Standard Security and a copy of which has been received by the Borrower.
3. The Borrower, in security of the Secured Liabilities, hereby GRANTS a Standard Security in favour of BoS over the Property.

4. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Deed of Conditions, and any lawful variation thereof operative for the time being, shall apply.
5. The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
6. The Borrower grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases of the Property (if any) detailed in Part 3 of the Schedule.
7. The Borrower consents to the registration of this Standard Security for execution.
8. This Standard Security shall be governed by and construed in accordance with Scots law.
9. For the purposes of Condition 17 of the Deed of Conditions, the service address of BoS is 110 St Vincent Street, Glasgow

IN WITNESS WHEREOF these presents consisting of this and the preceding page are together with the Schedule executed by the Borrower at as follows:-

Subscribed for and on behalf of Culzean Textile Solutions Ltd.

by

[Redacted Signature]

* ~~Authorised Signatory/Director/Company Secretary~~

/ ~~Matthew O'Gorman~~ MATTHEW O'GORMAN Full Name of Signatory (Please Print)

MD

DIRECTOR

at

Dalry

on

20/11/18

before

[Redacted Signature]

Witness

Witness (Signature)

TAN BELL

Witness Name (Please Print)

Clydesdale Bank Chambers

Witness Address

Dalry Ayrshire KA24 5AB

* Please delete as applicable

[Please remember to execute the Schedule]

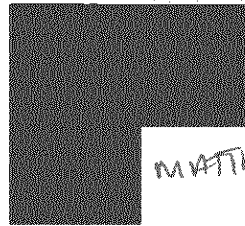
Schedule referred to in the foregoing Standard Security by Culzean Textile Solutions LTD. in favour of Bank of Scotland plc

PART 1

ALL and WHOLE (First) the subjects Units 7, 8B and 11, Tourhill Industrial Estate, 35 Crosshouse Road, Kilmaurs, Kilmarnock, KA3 2SE registered in the Land Register of Scotland under Title Number AYR42099; and (Second) ALL and WHOLE the subjects Unit 6B Tourhill Industrial Estate, 35 Crosshouse Road, Kilmaurs, Kilmarnock, KA3 2SE registered in the Land Register of Scotland under Title Number AYR107578

PART 2

none



MATTHEW OGDEN

PART 3

none

[To be executed by the Borrower]